

Law Pang Ching & Ors v Tawau Municipal Council

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HIGH COURT (TAWAU) — JUDICIAL REVIEW NO T 01 OF 2001
 RICHARD MALANJUM J
 26 MARCH 2002

Administrative Law — Judicial remedies — Judicial review — Application for leave to apply for judicial review of the respondent's decision — Whether court should grant discretionary remedies applied for

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ATS Lands Sdn Bhd ('ATS Lands') was the registered owner of certain plots of land whereon it operated or managed a market known as Fuji Market with the approval of the Tawau Municipal Council ('the respondent'). The applicants were the stall operators that operated their business under license from stalls in the said market. ATS Lands had to pay the respondent a sum of money as fees payable for licenses to operate the stalls. However, the obligation to pay was passed to the stall operators of the market. No license was ever issued to ATS Lands or to any one of the stall operators. The respondent subsequently indicated its decision to terminate the operation of the market through a letter to ATS Lands. The applicants appealed to the respondent to reconsider its decision. However, a letter was issued to the stall operators including the applicants requesting them to move out. The applicants applied for judicial review wherein they contended: (i) that there was a failure by the respondent to adhere to the principle of natural justice and fairness in making its decision to terminate the operation of the market; (ii) no reasons were given for the termination; (iii) the applicants were not given any real opportunity to make representations; and (iv) the respondent failed to take into account the seriousness of the decision and its effects on the applicants.

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Held, dismissing the application for judicial review with costs:

- (1) The applicants had not been prevented or prohibited by the respondent to carry out their business activities. The applicants also had not rebutted to the assertion that they had been offered places at another market. The court, therefore, could not accept the contention that they would be deprived of their livelihood with the termination of the operation of the market (see pp 333I–334A); *Tan Tek Seng v Suruhanjaya Perkhidmatan Pendidikan & Anor* [1996] 1 MLJ 261 and *Hong Leong Equipment Sdn Bhd v Liew Fook Chuan and another appeal* [1996] 1 MLJ 481 not followed.
- (2) The contentions by the applicants that there was no reason given for the decision to terminate the operation of the market and that they were not given any or adequate opportunity to make representations before the termination were misconceived (see p 334B–C).

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- A (3) ATS Lands had never commenced an action to compel the respondent to issue a trading licence. Neither did the applicants apply to be issued with individual licenses to operate stalls in the market. Furthermore, ATS Lands found it not necessary to file an affidavit explaining the position. Therefore, the court found that
- B if the prayers sought for by the applicants were granted, it would tantamount to allowing trading to be carried out by the applicants while not in possession of valid trading licenses. The applicants had come to court seeking for discretionary remedies with
- C unclean hands and the court should not render such assistance (see pp 335A–B, G–H); *Teng Meow Chong v Chia Ngim Fong & Anor* [1991] 3 MLJ 45 and *Abdul Malik bin Abdul Majid v Asnah bte Hamid* [1985] 2 MLJ 459 followed.

[Bahasa Malaysia summary]

- D ATS Lands Sdn Bhd ('ATS Lands') adalah tuanpunya berdaftar bagi beberapa bidang tanah tertentu di atas yang mana ianya mengendalikan atau menguruskan sebuah pasar yang dikenali sebagai Fuji Market dengan kelulusan Tawau Municipal Council ('responden tersebut'). Pemohon-pemohon adalah pengendali-pengendali gerai yang menjalankan perniagaan mereka di bawah lesen untuk gerai-gerai di
- E dalam pasar tersebut. ATS Lands terpaksa membayar kepada responden satu jumlah wang sebagai fee yang kena dibayar untuk lesen-lesen bagi mengendalikan gerai-gerai tersebut. Walau bagaimanapun, kewajiban untuk membayar telah diberikan kepada pengendali-pengendali gerai pasar tersebut. Lesen tidak pernah dikeluarkan kepada ATS Lands atau mana-mana daripada pengendali-pengendali gerai
- F tersebut. Responden kemudiannya menyatakan keputusannya untuk menamatkan operasi pasar tersebut melalui surat kepada ATS Lands. Pemohon-pemohon merayu kepada responden supaya mempertimbangkan semula keputusannya. Walau bagaimanapun, satu surat telah dikeluarkan kepada pengendali-pengendali gerai termasuk pemohon-pemohon meminta supaya mereka berpindah keluar.
- G Pemohon-pemohon telah membuat permohonan bagi mendapatkan kajian semula kehakiman yang mana mereka telah menegaskan bahawa: (i) terdapat kegagalan oleh responden untuk mematuhi prinsip keadilan asasi dan keadilan dalam membuat keputusannya untuk menamatkan operasi pasar tersebut; (ii) tiada alasan diberikan bagi penamatan tersebut; (iii) pemohon-pemohon tidak diberikan peluang
- H sebenar untuk membuat representasi-representasi; dan (iv) responden gagal untuk mengambilkira sifat serius keputusan tersebut dan kesannya terhadap pemohon-pemohon.

Diputuskan, menolak permohonan untuk kajian semula kehakiman dengan kos:

- I (1) Pemohon-pemohon tidak dihalang atau dilarang oleh responden untuk menjalankan aktiviti-aktiviti perniagaan mereka. Pemohon-

pemohon juga telah tidak mematahkan penegasan bahawa mereka telah ditawarkan tempat-tempat di sebuah pasar yang lain. Mahkamah, oleh itu tidak dapat menerima penegasan bahawa hak mereka untuk mencari sara hidup akan terlucut dengan penamatan operasi pasar tersebut (lihat ms 333I–334A); *Tan Tek Seng v Suruhanjaya Perkhidmatan Pendidikan & Anor* [1996] 1 MLJ 261 dan *Hong Leong Equipment Sdn Bhd v Liew Fook Chuan and another appeal* [1996] 1 MLJ 481 tidak diikuti.

- (2) Penegasan-penegasan oleh pemohon-pemohon bahawa tidak terdapat alasan yang diberikan bagi keputusan untuk menamatkan operasi pasar tersebut dan bahawa mereka telah tidak diberikan sebarang atau peluang yang secukupnya untuk membuat representasi-representasi sebelum penamatan itu adalah disalahtafsirkan (lihat ms 334B–C).
- (3) ATS Lands tidak pernah memulakan tindakan untuk memaksa responden supaya mengeluarkan lesen perniagaan. Pemohon-pemohon juga tidak memohon supaya lesen-lesen individu dikeluarkan untuk mengendalikan gerai-gerai dalam pasar tersebut. Lagipun, ATS Lands mendapati adalah tidak perlu untuk memfailkan satu affidavit untuk menerangkan kedudukan tersebut. Oleh itu, mahkamah mendapati bahawa jika permohonan-permohonan yang dipohon oleh pemohon-pemohon diberikan, ianya adalah sama dengan membenarkan perniagaan dijalankan oleh pemohon-pemohon ketika tidak mempunyai lesen perniagaan yang sah. Pemohon-pemohon telah ke mahkamah untuk memohon bagi mendapatkan remedi budi bicara dengan tidak mengakui keadaan sebenarnya dan mahkamah tidak seharusnya memberikan bantuan yang sedemikian (lihat ms 335A–B, G–H); *Teng Meow Chong v Chia Ngim Fong & Anor* [1991] 3 MLJ 45 dan *Abdul Malik bin Abdul Majid v Asnah bte Hamid* [1985] 2 MLJ 459 diikuti.]

Notes

For cases on judicial review, see 1 *Mallal's Digest* (4th Ed, 1998 Reissue) paras 111–129.

Cases referred to

- Abdul Malik bin Abdul Majid v Asnah bte Hamid* [1985] 2 MLJ 459 (folld)
- Hong Leong Equipment Sdn Bhd v Liew Fook Chuan and another appeal* [1996] 1 MLJ 481 (not folld)
- Samsuri bin Hj Dullah v Sandakan Municipal Council* [1988] 1 CLJ 581 (refd)
- Tan Tek Seng v Suruhanjaya Perkhidmatan Pendidikan & Anor* [1996] 1 MLJ 261 (not folld)

- A *Teng Meow Chong v Chia Ngim Fong & Anor* [1991] 3 MLJ 452 (folld)

Legislation referred to

- B Federal Constitution arts 5(1), 8(1)
Local Government Ordinance 1961
Rules of the High Court 1980 O 53 r 3(2)
Sabah Trade Licensing Ordinance s 3(1)

- C *Chung Jiun Dau (Liew Hon Min with him) (Chung & Assoc)* for the applicants.
Amin Jaafar (Amin Jaafar & Co) for the respondent.
Roslin Peter Rosen (Ting Rosen & Co) for Renung Abadi Sdn Bhd.
Ang Tian Soo for ATS Lands Sdn Bhd.

- D **Richard Malanjum J:** On 28 February 2002, I dismissed with costs the application by the applicants for judicial review. In doing so, I stated that I would give the reasons in the event of an appeal. As there is now a notice of appeal filed, this is therefore the reasons for the dismissal.

In their application, the applicants sought for several reliefs namely:

- E (1) an order of certiorari to remove into this honourable court and to quash forthwith the decision by Tawau Municipal Council, as contained in its letters dated 16 July 2001, 6 July 2001 and 30 April 2001 to ATS Land Sdn Bhd, to terminate or revoke the approval dated 20 April 2000 granted to ATS Land Sdn Bhd to operate or manage the market known as Fuji Market on the lands held under documents of title TL 10751123 and TL 10751124 at Jalan Sin Onn, Tawau;
- F (2) a declaration that any decision by Tawau Municipal Council to terminate or revoke the approval dated 20 April 2000, granted to ATS Land Sdn Bhd to operate or manage the market known as Fuji Market on the lands held under documents of title TL 10751123 and TL 10751124 at Jalan Sin Onn, Tawau, on the reasons or the grounds as stated in Tawau Municipal Council's minutes of meeting dated 18 April 2001 (ref: MPT/URSM:100-26/Klt12/) and 30 April 2001 (ref: MPT/URSM:100-26/Klt13/01) is invalid, null and void;
- G (3) a declaration that Tawau Municipal Council's letters dated 16 July 2001, 6 July 2001 and 30 April 2001 to ATS Land Sdn Bhd are invalid, null and void;
- H (4) an order of prohibition directed to Tawau Municipal Council and any officer/s, servant/s, agent/s or contractor/s acting for or on its behalf prohibiting it or them, from entering the market known as Fuji Market being conducted on the lands held under documents of title TL 10751123 and TL 10751124 at Jalan Sin Onn, Tawau, or doing anything for the purpose of ceasing all market or business activities in Fuji Market unless and until there has been a proper and lawful decision by Tawau Municipal Council to terminate the approval dated 20 April 2000 to the landowner, ATS Land Sdn Bhd to operate or manage the market known
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as Fuji Market in accordance with law and in accordance with the principles of natural justice;

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- (5) that all proceedings on the decision of Tawau Municipal Council, to terminate or revoke the approval dated 20 April 2000 to the landowner, ATS Land Sdn Bhd to operate or manage the market known as Fuji Market on the lands held under documents of title TL 10751123 and TL 10751124 at Jalan Sin Onn, Tawau, be stayed until after the hearing of the application for judicial review or further order;

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- (6) costs;

- (7) any other or further relief as the court deems fit.

And the grounds relied upon are as follows:

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- (1) the decisions by Tawau Municipal Council to terminate or revoke the approval dated 20 April 2000 to ATS Lands Sdn Bhd ('the landowner') are unlawful, null and void;

- (2) procedural unfairness operated and impinged upon the decisions and/or the decisions were made in breach of the rules of natural justice in that:

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- (a) Tawau Municipal Council did not conduct any hearing or any process or procedure in accordance with the requirements of natural justice with the landowner or the applicants prior to or in the course of making the decisions to terminate or revoke the approval given to the landowner dated 20 April 2000;

- (b) Tawau Municipal Council did not provide any opportunity to the landowner or the applicants to make any representations or submissions despite requests from the applicants;

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- (c) Tawau Municipal Council considered submissions made by Renung Abadi Sdn Bhd in respect of the termination or revocation of the approval dated 20 April 2000 to the landowner, without the knowledge of the landowner or the applicants and without giving any opportunity to the landowner or the applicants to respond or rebut;

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- (d) Tawau Municipal Council did not give any reasons for the decisions to terminate or revoke the approval dated 20 April 2000 despite requests for reasons from the landowner and the applicants;

- (e) Tawau Municipal Council applied an inflexible and unlawful policy in deciding to terminate or revoke the approval dated 20 April 2000; and/or

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- (f) Tawau Municipal Council did not apply its mind to the evidence, facts, laws and issues.

- (3) Further or in the alternative, Tawau Municipal Council took into account irrelevant considerations and failed to take into account relevant considerations in making the decisions:

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- (a) by failing to consider that the applicants depend upon the operations of the stalls for their livelihoods:

- (b) by failing to consider that many of the applicants have been operating their stalls at Fuji Market since 1992 without any complaint made against them;

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- (c) by failing to consider that the rights of the applicants did not merely arise under contract or licence determinable at will but in fact, the

- A** applicants have rights conferred under the common law such that the rights cannot be determined without just cause;
- (d) by failing to consider the intention, scope and object of the legislature as set out under the Local Government Ordinance 1961 (Sabah No 11 of 1961) and the Instrument and By-Laws of Tawau Municipal Council;
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- (e) by failing to consider other options which would allow the applicants to continue with their livelihoods, even though the applicants' livelihoods would be severely affected;
- (f) by failing to consider that the right to livelihood is a proprietary right as well as a fundamental liberty guaranteed under the Federal Constitution;
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- (g) by taking into account that Renung Abadi Sdn Bhd had taken out a suit against Tawau Municipal Council for damages;
- (h) by failing to apply its mind to the evidence, facts, laws and issues.
- (4) Further, or in the alternative, that the decisions are irrational, unreasonable or unlawful in that:
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- (a) the decisions are contrary to the intention, scope and object of the legislature as set out under the Local Government Ordinance 1961 (Sabah No 11 of 1961) and the Instrument and By-Laws of Tawau Municipal Council;
- (b) the decisions would not have been made or arrived at by any reasonable Municipal Council or authority;
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- (c) the effect of the decisions would deprive the applicants of their livelihoods;
- (d) the decisions are contrary to and go against any sense of fairness, fair play or justice;
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- (e) the decisions do not make any provision for continuation of pursuance of livelihoods for the applicants;
- (f) the decisions were made without just cause;
- (g) the decisions were only made by Tawau Municipal Council after Renung Abadi Sdn Bhd commenced legal action against Tawau Municipal Council in order to compel or influence Tawau Municipal Council into making the decisions;
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- (h) the decisions were not made by Tawau Municipal Council in a legitimate or bona fide exercise of its discretionary powers;
- (i) the decisions were not made by Tawau Municipal Council for a proper purpose but instead were made for an improper purpose to appease Renung Abadi Sdn Bhd;
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- (j) the decisions were in effect dictated by Renung Abadi Sdn Bhd;
- (k) the decision made by Tawau Municipal Council to terminate or revoke the approval to the landowner were only made in respect of Fuji Market and were not similarly made in respect of other markets within a 5km radius of Renung Abadi Sdn Bhd's Xin Ann Market and thus amounts to a discriminatory exercise of Tawau Municipal Council's discretionary powers contrary to art 8 of the Federal Constitution.
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- (5) Further, or in the alternative, Tawau Municipal Council, by entering into a contract or a settlement agreement with Renung Abadi Sdn Bhd obliging Tawau Municipal Council not to approve any market within a 5km radius of Xin Ann Market which was developed by Renung Abadi Sdn Bhd, and/or obliging Tawau Municipal Council to terminate or revoke the approval dated 20 April 2000 to the landowner to operate or manage Fuji Market on the lands held under documents of title TL 10751123 and TL 10751124 at Jalan Sin Onn, Tawau amounts to an unlawful fettering of Tawau Municipal Council's future exercise of its discretionary powers rendering such decision by Tawau Municipal Council to terminate or revoke the approval invalid, null and void. A
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- (6) Further, or in the alternative, Tawau Municipal Council, by entering into a contract or a settlement agreement with Renung Abadi Sdn Bhd obliging Tawau Municipal Council not to approve any market within a 5km radius of Xin Ann Market which was developed by Renung Abadi Sdn Bhd and/or obliging Tawau Municipal Council to terminate or revoke the approval dated 20 April 2000 to the landowner to operate or manage Fuji Market on the lands held under documents of title TL 10751123 and TL 10751124 at Jalan Sin Onn, Tawau, is acting beyond or in excess of its powers and is ultra vires rendering such decision by Tawau Municipal Council to terminate or revoke the approval invalid, null and void. C
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In their statement filed pursuant to O 53 r 3(2) of the Rules of the High Court 1980 the applicants stated that they 'are the stallholders and they operate and run their business from stalls in a market known as Fuji Market, which is being conducted on the land held under documents of title TL 10751123 and TL 10751124 at Jalan Sin Onn, Tawau, under license from the landowner, ATS Lands Sdn Bhd, which is the registered owner of the lands. The landowner has been issued a letter of approval dated 20 April 2000 by Tawau Municipal Council allowing the landowner to operate or manage the market known as Fuji Market'. E
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There were also several affidavits filed by the parties in this case asserting and counter asserting on several issues. Besides the affidavits filed in support of the application, the other affidavits were as follows: G

- (i) the affidavit in reply from the president of the respondent (encl 6);
- (ii) the affidavit of Liew Yun Fah (encl 9);
- (iii) the applicants' affidavit in reply (encl 14);
- (iv) the affidavit in reply by Liew Yun Fah (encl 20); and
- (v) the affidavit in reply of the respondent deposed to by Hj Hussin Hj Abdulrahim (encl 23). H

Briefly, it was not in dispute that Fuji Market ('the market') started in 1992 after the respondent approved the plan lodged by the previous landowner and further issued the occupational certificate to the structures and stalls thereat. Subsequently, the ownership of the pieces of lands on which the market operated was changed to ATS Lands Sdn Bhd ('ATS'). There was also no dispute that a letter dated 20 April 2000 and I

- A backdated to 1 November 1998 was issued by the respondent to ATS to manage and operate the market. In turn, ATS had to pay the respondent a certain sum of money representing the fees payable for the license of operating the stalls. But ATS passed the obligation to the stalls' operators of the market at the rate of RM30 per month per stall. No license was ever issued by the respondent to ATS or to any of the stall operators.

By a letter dated 20 April 2001 to ATS, the respondent indicated its decision to terminate the operation of the market. On their part, the stall operators appealed to the respondent to reconsider its decision vide their letter dated 28 May 2001. But in a letter dated 19 October 2001 issued to the stall operators, including the applicants, the respondent requested them to move out.

- There was no denial from the respondent that it had entered into an agreement with a company called Renung Abadi Sdn Bhd whereby the respondent leased its land to the latter to operate a market known as Xin Ann Market ('Xin Ann') for a period of 25 years. It was also a condition in the agreement that there should be no other market within the radius of three miles from Xin Ann.

- The main thrust of the contention of the applicants in making their application for judicial review was that there was a failure by the respondent to adhere to the principles of natural justice and fairness in making its decision to terminate the market. And according to learned counsel for the applicants, the instances for such failure were the absence of reasons for the termination, not giving the applicants any real opportunity to make representations, failing to take into account the seriousness of its purported decision and its effects on the applicants. Articles 5(1) and 8(1) of the Federal Constitution were also cited in relation to the right to livelihood.

- It was also argued for the applicants that they enjoyed a common law right to operate stalls and therefore such right could not be taken away without just cause. Further, that even if there was a breach of by-laws on the part of the applicants it would not mean that the respondent was not under any obligation to observe the rules of natural justice. The case of *Samsuri bin Hj Dullah v Sandakan Municipal Council* [1988] 1 CLJ 581 was cited in support.

- Learned counsel for the respondent in objecting to the application submitted that there was no deprivation upon the applicants to run stalls in any part of the town. In fact, learned counsel said that the applicants were offered places at Xin Ann but their refusal to move was motivated by monetary consideration. And though admitting that no direct notices were given to the applicants, learned counsel said that the respondent could not be expected to consult the applicants since there was no such set of practice for such a purpose.

Now there was no dispute that the applicants had not been prevented or prohibited by the respondent to carry out their business

activities save that they must vacate the market. There was also no rebuttal from the applicants to the assertion that they had been offered places at Xin Ann. Thus, I could not accept the contention that they would be deprived of their livelihood with the termination of the market. I do not think therefore that the principles expressed in the cases cited such as *Tan Tek Seng v Suruhanjaya Perkhidmatan Pendidikan & Anor* [1996] 1 MLJ 261 and *Hong Leong Equipment Sdn Bhd v Liew Fook Chuan and another appeal* [1996] 1 MLJ 481 are of any direct application to the present case.

As regards the arguments that there was no reason given for the decision to terminate the market and that the applicants were not given any or adequate opportunity to make representation before the termination was made, I think such contentions were misconceived. There was no denial that the market affair was between the respondent and ATS. The letters of approval (LPC-6, LPC-11 and LPC-12 of encl 3) and subsequently the termination (LPC-7 of encl 3) were addressed to ATS. It was ATS that was expected to make the payment for the stall license fees. Receipts for the payment of such fees were in the name of ATS. Yet ATS was not before the court as an applicant for such order as prayed for by the applicants in this case. And although the applicants asserted that they were in fact the parties that paid for the fees through ATS that could not be said to have earned them the same position as ATS. As between the applicants and ATS, their relationship at best would be contractual in which the respondent was not a party. In my view, the applicants in making this application were barking at the wrong tree. I would have thought that the applicants should have focused their attention on the terms of their arrangement with ATS which had taken a passive stand and presumably by its issuance of the letter to the applicants (LPC-13 of encl 3) had accepted the decision of the respondent to terminate the market. Accordingly, I found no merit in the contentions aforementioned.

Indeed the prayers sought for by the applicants were clearly directed for the benefit of ATS. Yet the applicants in their grounds asserted that they had been deprived of hearing or due process. Surprisingly, ATS did not file any affidavit to support such allegation. As strangers to the arrangement between the respondent and ATS, I found the assertion of the applicants of little value.

The other crucial matter that required close scrutiny was the status of the stall operation by the applicants. Under the Sabah Trade Licensing Ordinance s 3(1) it states thus:

No person shall carry on in the colony, whether as principal or agent, any business in respect of which a valid trading licence is not for the time being in force or carry on any such business in any place other than that specified in such licence.

There was no dispute that none of the applicants had an individual license issued to operate a stall in the market. According to their learned counsel, there was no scheme whereby an individual operator was expected to apply for a license. And it would appear that, if at all, a license should

- A** have been issued, it would have been only given to ATS. Unfortunately, ATS found it deemed not necessary to file an affidavit explaining the true position. Nor was there any indication that ATS had ever commenced an action to compel the respondent to issue a trading license. To grant therefore the prayers sought for in this case would tantamount to allowing trading by the applicants to be carried out while not in possession of a valid trading license. In the Singapore case of *Teng Meow Chong v Chia Ngim Fong & Anor* [1991] 3 MLJ 452 (also [1991] SLR 743) Thean J said this at p 455:
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On the second issue, the position is very clear. By s 17 of the Act [Business Registration Act (Cap 32, 1985 Ed)], a person in default, ie a person who does not have a valid certificate of registration or who has not furnished changes required under s 12 of the Act, cannot sue to enforce any contract in relation to the business entered into while he is in default. Section 17 provides as follows:

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- (1) Where a person required to be registered under this act —
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- (a) carries on business without a valid certificate of registration; or
- (b) fails to furnish any information required under s 12, then the rights of the defaulter under or arising out of any contract, in relation to the business carried on by the defaulter in respect of which no valid certificate of registration is in force or there is non-compliance with s 12, made or entered into by or on behalf of the defaulter at any time while he is in default shall, subject to sub-s (2), not be enforceable by action or other legal proceedings either in the business name or otherwise.
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- The agreement or arrangement which the plaintiff seeks to enforce by seeking a continuation of the ex parte injunction is clearly one in relation to the business. On either view of the transaction, the plaintiff had been in default in complying with the requirements of the Act since the date of the arrangement and was still in default. It seems to me he fell squarely within this provision.
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- Even if that section is not applicable, there is still a difficulty in the way of the plaintiff. Equity cannot assist a party who has been in breach and still continues to be in breach of the law. In seeking the assistance of the court to grant him an injunction he must come with clean hands: he who comes into equity must come with clean hands.
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Plainly on his past and present conduct the plaintiff has failed to satisfy the test required of him.

- H** Similarly, in this case, I would say that the applicants had come to court seeking for discretionary remedies while with unclean hands. I do not think therefore that this court should render such assistance under the circumstance (see *Abdul Malik bin Abdul Majid v Asnah bte Hamid* [1985] 2 MLJ 459).

- I** In coming to my decision, I did take into account the other matters raised by both parties as well as those invited to be present during the hearing. Suffice it to say that those matters failed to persuade me to come to a contrary conclusion as I did.

For the above reasons, I dismissed the application of the applicants with costs.

Application dismissed with costs.

Reported by Hanim Kamaruddin

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